

RETURN  
D. CRAMER  
39655

71-6698

Nuclear Assurance Corporation  
24 Executive Park West  
Atlanta, Georgia 30329  
(404) 325-4200  
Telex: 549567, 542703

715 Horizon Drive  
Grand Junction, Colorado 81501  
(303) 245-4320  
TWX: 9109296334

Weinbergstrasse 9  
8001 Zurich, Switzerland  
(01) 470844  
Telex: 57275

June 3, 1981  
CRJ/81/71/ETS



RECEIVED  
JUN 10 AM 10 21

U.S. MAIL SECTION

Mr. Charles E. MacDonald, Chief  
Transportation Certification Branch  
Division of Fuel Cycle and Material Safety  
United States Nuclear Regulatory Commission  
Washington, D. C. 20555

RE: NFS-4 Spent Fuel Shipping Cask (NAC-1 Cask)  
Docket No. 71-6698

Dear Mr. MacDonald:

Nuclear Assurance Corporation (NAC) hereby requests an amendment to Certificate of Compliance No. 6698 valid for a restricted period of time to provide for shipping the NFS-4/NAC-1 Spent Fuel Shipping Cask with a plastic cover applied to the outside surfaces. The following wording is suggested for this amendment:

"A plastic cover may be applied and remain on the outside surfaces of the cask during transport providing:

- (a) the outer surfaces of the cask are decontaminated to releaseable levels as defined by Department of Transportation Regulations 49CFR173.39 prior to covering the cask;
- (b) the plastic cover shall be securely taped to the cask body to minimize air entrapment; and
- (c) the heat generation of the contents of the package does not exceed 0.5 kw.

The expiration date of this amendment is June 15, 1981."

In accordance with 10CFR170, a check in the amount of \$150 is submitted with this request.

Should you have any questions or require additional information, please contact me.

Very truly yours,  
NUCLEAR ASSURANCE CORPORATION  
*Charles R. Johnson*  
Charles R. Johnson  
Vice President  
Engineering and Transportation Services

*June 8/2*

Applicant	.....
Check No.	128
Amount/Fee Category	\$150 - 118
Type of Fee	Administrative
Date Check Rec'd.	6/11/81
Received By	<i>Johnson</i>

CRJ:dam 8107280001 810603  
Enclosure PDR ADOCK 07106698  
C PDR

Docket No. 71-6698

William O. Miller  
License Fee Management Branch  
Office of Administration

MATERIALS TRANSPORTATION APPROVAL CLASSIFICATION

Applicant: Nuclear Assurance  
Approval No: 6698 Fee Category 11B  
Application Dated: 6/3/81 Received: 6/11/81  
Applicant's Classification: Administrative

The above application for amendment has been reviewed by the NMSS Transportation Branch, in accordance with Section 170.31, and is classified as follows:

1. Amendments to Approvals in Fee Categories 11A through 11E

- (a)  Major  
(b)  Minor  
(c)  Administrative

2. Justification for reclassification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The application was filed (a)  pursuant to written NRC request and the amendment is being issued for the convenience of the Commission, or (b)  Other (State reason): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: RH Beggs  
Transportation Branch, NMSS  
Date: 6/11/81

PURCHASE ORDER

A 362-2147

**NUCLEAR ASSURANCE CORPORATION**

24 Executive Park West  
Atlanta, Georgia 30329

U. S. Nuclear Regulatory Commission  
Washington, D. C. 20555


TO  
Attn: Charles E. MacDonald

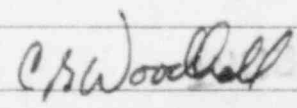
S Nuclear Assurance Corporation  
H 24 Executive Park West  
I Atlanta, Georgia 30329  
P  
T Attn: Larry Danese  
O

DATE		DATE REQUIRED		TERMS	SHIP VIA	F.O.B.	
6/3/81		ASAP		Check Enclosed	N/A	N/A	
ITEM	QTY.	UNIT	DESCRIPTION			PRICE	AMOUNT
1	1	ea.	Amendment to Certificate of Compliance			150.00	150.00
TOTAL							150.00

INSTRUCTIONS

1. Please sign green acknowledgement copy and return at once.
2. Show purchase order number on all packages, invoices, shipping papers and correspondence.
3. Submit invoices to N.R.C., 24 Executive Park West, Atlanta, Georgia 30329

Project & Acct. No. 130-362-000  
Direct inquiries to: Larry Danese 

Approved: 

CONDITIONS COVERING THIS ORDER AND AGREED TO BY SELLER UPON ACCEPTANCE:

1. SHIPPING: Seller shall immediately advise purchaser of shipping schedule on all items covered by this Order. No allowance will be made for packing, cartage, or crating unless specifically authorized in this Order. Enclose one copy of Packing List with each shipment. Packing list shall list separately each item in this shipment. Each item shall be tagged with proper item numbers as required by this Purchase Order. Items enclosed in protective coverings shall be identified outside the coverings. List of last item(s) shipped shall indicate final shipment for this Order. Purchasers amount will be accepted as final and conclusive on shipments. No substitutions shall be made on this Order without written authority.
2. ORDER NUMBER: The Order Number shown on this Purchase Order shall be shown on all invoices, communications, packing lists, containers, and bill of lading. Purchase Order and Item Number should be shown on all packing lists and invoices.
3. INVOICES: Legible copy of Bill of Lading and Packing Slip showing the weight of each shipment against this Order shall accompany invoices in triplicate and all charges covering prepaid freight for Purchaser's account are to be shown as a separate item on the invoice, supported by original and two legible copies of paid freight bill.
4. PRICE: If the Seller's regular market price in the Buyer's city shall be lower on the date of shipment than the price stated in this agreement, the Seller agrees to give the Buyer the benefit of such lower price.
5. PAYMENT: Delay in receiving invoices or any other data requirements in number of copies specified, or errors and omissions on either, will be considered just cause for withholding payment without loss of cash discount privilege. All discount periods will begin on the date that Purchaser receives materials.
6. PATENTS: Seller shall at its sole expense hold harmless Purchaser and/or its agent from and against, and shall defend, any suit or proceedings brought against Purchaser and/or its agent, based on a claim that the manufacture, use or sale of any equipment, or any part thereof, supplied under this Purchase Order constitutes infringement of any patent, copyright or proprietary information rights of others, and Seller shall pay all damages and costs awarded therein against the Purchaser and/or its agent. Seller shall at its own expense, either procure for Purchaser the right to use said equipment or part, or modify it so it becomes substantially equal but non-infringing; or remove said equipment and refund the purchase price and the transportation, installation and associated costs thereof.
7. WARRANTIES: Seller hereby warrants to Purchaser that each item of equipment sold by it hereunder: (a) shall be new; (b) shall conform in all respects to the drawings, specifications and terms of this Purchase Order; and (c) shall be free from defects in design, material and workmanship until the expiration of twelve (12) months after the date on which it was placed into service for the purpose for which it was purchased. If any such item of equipment, or any part thereof, fails to meet the foregoing warranties and Purchaser so notifies Seller within a reasonable time after such failure, Seller shall thereupon promptly correct such failure at its sole expense including all shipping costs associated with such correction.
8. INDEMNITY: Seller shall indemnify Purchaser against any and all injury, death, damage and loss to persons or property caused by items furnished or services performed by Seller pursuant to this Order, whether performed on the premises of Seller or Purchaser elsewhere.
9. FABRICATION AND MATERIAL COMMITMENTS: Unless otherwise authorized in writing by Buyer, Seller shall not make commitments for materials nor fabricate in advance of time necessary to permit shipment on delivery dated.
10. TERMINATION: Buyer may terminate this Order for its convenience, in whole or in part, by written or telegraphic notice at any time. If this order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs it has incurred in the performance of this order.
11. DELAYS: If Seller shall fail or refuse to proceed with this Order, or if Seller shall fail to make delivery, or Buyer to accept delivery, according to the delivery schedule, the other party may cancel the then remaining balance of this Order unless the delay is an excusable delay as hereinafter defined. An excusable delay shall not constitute a default hereunder. The term "excusable delay" as used in this paragraph means any delay in making or accepting deliveries which result without fault or negligence on the part of the party involved and which is due to causes beyond its control including without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of the Government, acts of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes. Each party shall promptly notify the other of any such delay and the causes thereof.
12. EXPEDITING AND INSPECTION: At the discretion of Purchaser this Order shall be subject to physical expediting, inspection and the right to witness all tests by Seller involved in performance of this Order. Seller is liable for all transportation charges accrued from receipt and return of rejected material.
13. ASSIGNMENT: Seller shall not assign this Order or any rights under this Order and any monies due or to become due hereunder without the prior written consent of Purchaser, and no purported assignment by Seller shall be binding on Purchaser without such consent.
14. COMPLIANCE WITH LAWS: Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued thereunder, any provisions, representations or agreements, including the Equal Opportunity Clause (Executive Order 11246 as amended by Executive Order 11375) set forth in 41 CFR Chapter 60, required thereby to be included in the contract resulting from acceptance of this order are incorporated herein by reference.

PURCHASE ORDER

**NUCLEAR ASSURANCE CORPORATION**

24 Executive Park West  
Atlanta, Georgia 30329

U. S. Nuclear Regulatory Commission  
Washington, D. C. 20555

S Nuclear Assurance Corporation  
H 24 Executive Park West  
I Atlanta, Georgia 30329  
P

TO

Attn: Charles E. MacDonald

Attn: Larry Danese

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